

**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND
City of Frisco
FOR 9-1-1 SERVICE, EQUIPMENT, ADDRESSING AND DATABASE
MAINTENANCE**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 City of Frisco is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 City of Frisco (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.4 The local government is required to perform database maintenance activities as mandated in CSEC Rule 251.9.
- 1.5 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.6 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by

- NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);
 - 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
 - 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
 - 2.8 That NCTCOG and Local Government will maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to database maintenance activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
 - 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
 - 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;
 - 2.11 To provide a commitment by the Local Government to continue addressing, database maintenance activities and meet the NCTCOG GIS requirements in accordance with the approved Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.

Article 3: Program Deliverables – 9-1-1 & Database Maintenance/GIS Equipment & Data

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.

3.2 The basic equipment categories are:

- a. 9-1-1 Equipment
 - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
 - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- b. Database Maintenance/GIS Equipment
 - i. Computers – hardware and software
 - ii. Digitizers, Printers and Plotters
 - iii. Road Sign Machines and Materials
 - iv. GPS Receivers and software
 - v. Distance Measuring Devices (DMD)
 - vi. GIS Workstations and software
- c. Ancillary Equipment
 - i. Uninterruptible Power Supply (UPS)
 - ii. Recorders

3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary or database maintenance equipment, in accordance with UGMS and the State Comptroller of Public Accounts. Until Plant 9-1-1 equipment is replaced, all 9-1-1 equipment is owned by the telephone company from which it is leased through an end-to-end agreement. Once Positron equipment is installed, NCTCOG will own that equipment.

3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.

3.5 Custodial responsibility forms should be prepared and assigned to Local Government's employees. Responsibilities over property and equipment should be properly assigned among employees.

3.6 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

3.7 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.

3.8 The owner of the ancillary and database maintenance/GIS equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.

3.9 All ancillary and database maintenance/GIS equipment shall be tagged with identification labels.

- 3.10 A physical inventory shall be conducted annually by local government, for submission and review by NCTCOG.
- 3.11 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.12 Local Government will protect the CPE, ancillary, and Database Maintenance/GIS equipment by implementing measures that secure the premises of its PSAP(s) or addressing office against unauthorized entrance or use.
- 3.13 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC-approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining local 9-1-1 Addressing databases.

Maintenance

- 3.15 Local Government will practice preventive maintenance on all CPE, database maintenance and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. Local Government will also be responsible for any maintenance costs on the before mentioned equipment.
- 3.16 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness and temperature control in accordance with telephone company site specifications.

Supplies

- 3.17 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, Database Maintenance and Ancillary equipment (i.e. printer ribbons and paper).

Training

Local Government will:

- 3.18 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.
- 3.19 Notify NCTCOG in writing of any new 9-1-1 telecommunicators listing their name and date of hire. These telecommunicators should be scheduled for their 9-1-1 equipment training within 120 days of their hire date. If Local Government chooses to train its own personnel, Local Government must notify NCTCOG in writing that the Local Government will take the responsibility of training their employees on the 9-1-1 equipment prior to using the equipment funded by 9-1-1 fees.
- 3.20 Ensure that 9-1-1 telecommunicators meet minimum training best practices developed by CSEC and posted on their website.
- 3.21 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice by completing written TTY refresher modules within 45 days of issuance.

- 3.22 Ensure that 9-1-1 PSAP Supervisor attend quarterly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.23 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training Strategic Plan and abide by TCLEOSE mandated rules and regulations for telecommunicator certification requirements.

Facilities

- 3.24 All PSAPs must meet minimum requirement for back room preparation. Must comply with specifications from vendor, (see Embarq attachment). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.25 Both equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees fahrenheit.
- 3.26 Both 9-1-1 equipment room and communications area must be ADA compliant.
- 3.27 Current access or security policies need to be provided to NCTCOG with any changes.
- 3.28 NCTCOG staff and contracted vendors must have access to the 9-1-1 equipment room and communications area.

Operations

Local Government will:

- 3.29 Designate a PSAP Supervisor and provide related contact information (to include an after hour pager or cell phone number) as a single point of contact for NCTCOG.
- 3.30 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.31 Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate trouble number or telephone company, and notify NCTCOG if appropriate response is not forthcoming from any vendor or telephone company.
- 3.32 Keep a log of all trouble reports and make copies available to NCTCOG at quarterly monitoring visits or upon request.
- 3.33 Notify NCTCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- 3.34 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.35 Test alternate routing switch(es) once a month and so note on the log posted by the switch. If there is a problem a trouble ticket should be called in to the appropriate network provider by the local government. If the problem is not resolved within 24 hours, the PSAP will notify NCTCOG's PSAP field specialist.
- 3.36 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.37 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. Copies should also be made available upon request by NCTCOG and Department of Justice.
- 3.38 Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- 3.39 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.40 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG.
- 3.41 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhances proper use and maintenance of 9-1-1 equipment.

- 3.42 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24-hours.
- 3.43 Notify NCTCOG of changes in phone numbers programmed on the 9-1-1 equipment.
- 3.44 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers must be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number should be reported to NCTCOG in writing.
- 3.45 Fax to NCTCOG all ANI/ALI Problem Call Reports within 24-hours of the initial 9-1-1 call.
- 3.46 Incomplete ANI/ALI Problem Call Reports returned to PSAP will be completed and faxed back to NCTCOG within 72-hours.
- 3.47 Test calls to clear ANI/ALI Problem Call Reports will be made by PSAP within 24-hours. Problems will be reported on a new ANI/ALI Problem Call Report and faxed to NCTCOG.
- 3.48 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.49 Notification of change in medical, law enforcement or fire responders must be made in writing to NCTCOG at least 45 days prior to change.
- 3.50 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.51 Each PSAP shall have an emergency plan for 9-1-1 communications. This plan should be accessible to NCTCOG staff upon request.
- 3.52 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation or phone system outages may occur. Sites with integrated administration lines must provide access to a desk set as part of the administration phone system.
- 3.53 Comply with NCTCOG policy and procedures for PSAP moves/changes.
- 3.54 All telecommunicators should be able to operate the generator.
- 3.55 All telecommunicators should be able to engage the UPS bypass switch.
- 3.56 All telecommunicators should re-transmit all wireless call to receive most accurate caller location.

Performance Monitoring

- 3.57 Local Government agrees to fully cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Performance Measures attached.

Article 4: Procurement

- 4.1 NCTCOG may, upon Local Government's approval, purchase, lease, or otherwise procure, on Local Government's behalf the 9-1-1 and/or database maintenance/GIS equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

Article 5: Database Maintenance/GIS

All counties provide NCTCOG with database maintenance services, the Local County Government agrees to abide by all conditions of this contract, with the addition of the following stipulations:

- 5.1 Signature of this agreement serves as a commitment to NCTCOG to continue addressing, database maintenance, and GIS activities in accordance with the approved strategic plan as a condition of the receipt of 9-1-1 funds as prescribed by NCTCOG's Strategic Plan.
- 5.2 Meet the GIS requirements (attachment) set forth by NCTCOG in order to receive reimbursement. These requirements may be revised annually. If the Local Government cannot meet these requirements, the planned funds will be used by NCTCOG to procure those services for said local government.
- 5.3 County Addressing Offices must coordinate GIS information from every city in their county to achieve and maintain one clean and consistent county map.
- 5.4 Provide NCTCOG with budgets, quarterly reports of finance as mandated in CSEC Rule 251.9.

Database Maintenance/GIS Deliverables

Local Government agrees to provide and maintain database maintenance functions in return for funding through NCTCOG and CSEC, within the guidelines of the Strategic Plan, as funds become available, and with approval of CSEC. At a minimum, Local Government agrees to:

- 5.5 Select a 9-1-1 Database Maintenance Coordinator to serve as a single point of contact for NCTCOG.
- 5.6 Coordinate addressing activities within the Local Government's jurisdiction.
- 5.7 Assign street addresses and ranges, name streets and resolve addressing conflicts and problems.
- 5.8 Provide a physical address to any citizen requesting same as long as doing so complies with local policies/procedures/ordinances.
- 5.9 Establish efficient procedures for updating and maintaining all addressing data through review and revisions due to changes in Local Government ordinances and/or subdivision regulations.
- 5.10 Verify and certify all 9-1-1 ALI database information for accuracy as requested by the current statewide database provider within five working days.
- 5.11 Provide NCTCOG MSAG changes, inserts or deletes via a web-based product maintained by the current database provider.
- 5.12 Maintain addressing/database equipment and data as prescribed in Article 3, Program Deliverables – 9-1-1 & Addressing Equipment & Data (above).
- 5.13 Adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining 9-1-1 and Addressing databases (Article 3.12 above).
- 5.14 Adhere to proper procurement procedures as referenced in Article 4 (above).
- 5.15 Request reimbursement for expenditures from Commission on State Emergency Communications on a quarterly basis in conformance with Commission on State Emergency Communications Rule 251.9 and local database maintenance budget within the approved strategic plan.
- 5.16 Cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the database maintenance deliverables specified in this contract, and as outlined in Performance Measures attached.

- 5.17 Maintain Inventory of equipment purchased with 9-1-1 funds.
- 5.18 Process and return requests for information (i.e. B-forms, error reports) from NCTCOG within three business days.
- 5.19 Protect the confidentiality of addressing databases and of information furnished by telecommunications providers, and notify NCTCOG in writing within two business days of the receipt of a request for addressing databases or information made under the Texas Public Information Act.
- 5.20 Notify NCTCOG in writing at least 30 days prior to a 9-1-1 Office move.
- 5.21 Must meet NCTCOG's current GIS requirements, which are under review and subject to change.

Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.
- 6.4 If applicable, NCTCOG will reimburse Local Government for allowable database maintenance costs established in the Strategic Plan approved by CSEC.

Article 7: Records

- 7.1 Local Government agrees to maintain financial, statistical, ANI/ALI records, logs training records and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's

- offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.

Article 8: Nondiscrimination and Equal Opportunity

Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Dispute Resolution

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 10: Suspension for Unavailability of Funds

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment to monthly bills for 9-1-1 equipment by giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party, or his/her representative or replacement, to whom the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's

- address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is: P. O. Box 5888, Arlington, TX 76005-5888,
Attention: Executive Director.
- 11.3 Local Government's address is: 6101 Frisco Square Blvd, Frisco, TX 75034
Attention: City Manager, George Purefoy
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2008 on behalf of NCTCOG and Local Government, and it ends on August 31, 2010. Should for any reason Local Government withdraw from the E9-1-1 Service system, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG shall seek and Local Government shall allow a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government. The transition plan shall include, among other things, a definitive date for the transfer of costs, responsibilities and liabilities associated with the E9-1-1 Service System from NCTCOG to Local Government. Notwithstanding the above and subject to the development of the transition plan referenced above, upon ninety (90) days prior written notice to NCTCOG, Local Government may withdraw from the E9-1-1 Service system prior to the end of the full two (2) year term if it prevails in the current litigation between the parties and the Commission on State Emergency Communications by way of a final, non-appealable Judgment.

Article 13: Miscellaneous

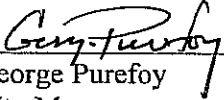
- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:

Contract for 9-1-1 Services Between NCTCOG and CSEC
NCTCOG GIS Requirements
Manual ALI Query Request
Addendum to extend current agreement.

This contract is binding on, and to the benefit of, the parties' successors in interest.

13.6 This contract is executed in duplicate originals.

CITY OF FRISCO




George Purefoy
City Manager

09.23.08

Date

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS



Mike Eastland
Executive Director

Date

ATTACHMENTS

The following documents are attached and made part of this contract.

Contract for 9-1-1 Services Between NCTCOG and CSEC
NCTCOG GIS Requirements
Manual ALI Query Request
Addendum to extend current agreement.
EMBARQ - Telephone and Electrical Requirements

Attachment A

**Contract for Services between the
Commission on State Emergency Commission (CSEC) and
North Central Texas Council of Governments (NCTCOG)
And Addendum**

Contract for 9-1-1 Services

Art.1. Parties and Purposes

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 emergency services throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide these services in its region. Providing these services requires a partnership among and cooperative efforts by the Commission, the RPC and the state's local governments, which are represented on the RPC's governing body.
- 1.2 The Commission and the RPC enter into this Contract for Services ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Art. 2. Compliance with Applicable Law

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law includes, but is not limited to, the State Administration of Emergency Communications Act, Texas Health and Safety Code, Chapter 771; Commission rules implementing the Act contained in Title 1, Texas Administrative Code, Chapters 251, 252, 253, and 255; the General Appropriations Act; the Uniform Grant Management Standards (UGMS), Title 1, Texas Administrative Code, Sections 5.151 – 5.167; the Preservation and Management of Local Government Records Act, Texas Government Code, Chapter 441, Subchapter J; Texas Local Government Code, Chapter 391; Texas Government Code, Chapter 2260; and amendments to the referenced statutes and rules.
- 2.3 Applicable law also includes, but is not limited to, the policies and procedures adopted by the Commission. The Commission may adopt new policies, procedures and rules and amend its existing policies, procedures and rules subject to the requirements of the Administrative Procedure Act ("APA"), Texas Government Code, Chapter 2001; any new or amended policy or procedure (other than an adopted rule) shall be enforceable against the RPC 30 days following the date of its adoption, unless the Commission finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately against the RPC. The Commission shall provide the RPC written notice of all new or amended policies, procedures and interpretations of Commission rules within a reasonable time after same are adopted by the Commission.

- 2.4 The RPC shall repay any 9-1-1 surcharge funds and service fees ("9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1(d) herein.
- 2.5 In accordance with Texas Health and Safety Code, Section 771.078(c)(6), the Commission may withhold disbursement of funds to a RPC that does not follow a standard imposed by this Contract, a Commission rule and/or policy, or a statute.
- 2.6 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with Commission policies and procedures, and with the requirements as provided in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems, which requires the recipient of state funds, the RPC, to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Art. 3. Monitoring Compliance

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with Commission rules and policies, as well as, all applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with Commission rules and policies, accuracy, completeness, and appropriateness, prior to the Commission releasing state appropriated funds.

Art. 4. Standard Interlocal Agreement with Local Governments

- 4.1 The RPC shall use interlocal agreements between itself and its local governments and PSAPs relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum:
 - (a) provide for compliance with applicable provisions of the state's UGMS as established by the Governor's Office of Budget, Planning and Policy, under the authority of Chapter 783 of the Texas Government Code; provide a provision that the RPC will provide 9-1-1 funds to the local governments or PSAPs on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments and PSAPs are complete, accurate, and appropriate;

- (b) include a provision that the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law.
- (c) include a provision whereby the local governments and PSAPs shall return or reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) include a provision that such return or reimbursement of 9-1-1 funds to the RPC and/or the Commission, as applicable, shall be made by the local government or PSAP within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) include provisions, consistent with UGMS and applicable law, addressing the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service ("9-1-1 equipment");
- (f) include a provision, consistent with UGMS and applicable law, requiring the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) include a provision requiring reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees; though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
- (h) provide, consistent with UGMS and applicable law, that the local governments and PSAPs will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds distributed to such local governments and PSAPs and all 9-1-1 funds spent by such local governments and PSAPs for 9-1-1 service, with specific detail for 9-1-1 funds received or spent relating to addressing or addressing database maintenance activities;
- (i) provide that the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform addressing or addressing database maintenance activities; and
- (j) provide a commitment by the RPC, the local government, or PSAP, as applicable, to continue addressing database maintenance activities in accordance with the approved Regional Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan.

Art. 5. Competitive Procurement and Contract Administration

- 5.1 The RPC shall use competitive procurement practices and procedures similar to those required by state law for local governments, as well as any additional Commission policies, procedures or rules, in connection with the procurement of any items to be obtained with 9-1-1 funds.
- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, and PSAPs to be paid from 9-1-1 funds.
- 5.3 The RPC shall implement a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Art. 6. Service Fee Funding

- 6.1 In accordance with Texas Health & Safety Code, Section 771.071, the Comptroller of Public Accounts shall receive all landline service fees and wireless service fees that are billed, collected and remitted by telecommunications service providers. The Comptroller shall deposit money from the fees to the credit of the 9-1-1 services fee fund in the State Treasury.
- 6.2 The Commission shall distribute money appropriated to the Commission from the 9-1-1 services fee fund to the RPC for use in providing 9-1-1 services as provided by this Contract, in accordance with Texas Health & Safety Code, Sections 771.071(f) and 771.078, and any applicable requirements contained in appropriation riders. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology, unless the RPC is in substantial noncompliance with Commission rules and procedures. The RPC shall distribute the money to public agencies within its jurisdiction for use in providing those services. All fees and surcharges collected under the authority of Texas Health & Safety Code, Chapter 771, may be used only for planning, development, provision, and enhancement of the effectiveness of 9-1-1 service as approved by the Commission, and as provided by Texas Health & Safety Code, Section 771.075.
- 6.3 The CSEC shall ensure that no more than \$17,000,000 appropriated to the Commission for the FY 2008 – 2009 biennium shall be allocated to the RPCs for administration of the statewide 9-1-1 program, according to the General Appropriations Act.

- 6.4 None of the funds appropriated to the Commission to fund statewide 9-1-1 emergency communications and allocated to the RPC, may be used to replace or fund a reserve for future replacement of 9-1-1 capital equipment.
- 6.4.1 The RPC shall assist the Commission in creating a ten (10) year comprehensive statewide capital replacement plan for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.5 The RPC shall submit a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the government code.
- 6.6 As provided by Texas Health & Safety Code 771.078(d), not more than ten percent (10%) of the money received by the RPC under Section 771.078(b) may be used for indirect costs by the RPC. The Governor's Office of Budget, Planning and Policy will review and evaluate indirect costs using the federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Chapter 783, Texas Government Code.
- 6.7 In accordance with Texas Health & Safety Code, Section 771.078, the Commission shall ensure that the RPC receives money for 9-1-1 services in two separately computed amounts, one each for the respective landline and wireless service fees. The amount distributed to the RPC shall be in accordance with Texas Health & Safety Code, Sections 771.078(b)(1) and (b)(2), not to exceed the appropriated amount, as follows:
- Landline service fee shall be calculated as follows:

Total Emergency Service Fee Revenue Collected, Deposited and		Total Emergency Service Fees Collected from the Region
		Total Emergency Service Fees Collected for the State
Appropriated to the Commission	X	
 - Wireless service fee shall be calculated as follows:

Total Wireless Emergency Service Fee Revenue Collected, Deposited And Appropriated to the Commission		Population of Region
		Population of State
	X	
- 6.8 Upon a request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in the region or of an amount of money allocated to the RPC, in accordance with Texas Health & Safety Code, Section 771.078, and this Contract.

Art. 7. Surcharge

- 7.1 In accordance with Texas Health & Safety Code, Section 771.078(e), the Commission may allocate surcharges under Section 771.072(d) by means of this Contract.
- 7.2 Section 771.072 of Texas Health & Safety Code allows the Commission to periodically allocate surcharges to the RPC for use in implementing the approved strategic plan to provision 9-1-1 service throughout its region.

Art. 8. 9-1-1 Funds Distribution

- 8.1 The Commission will grant all 9-1-1 funds, both service fee and surcharge, in accordance with Texas Law and CSEC rule and policy. As provided by Texas Government Code, Article IX, General Appropriations Act, a state agency shall distribute grants on a reimbursement basis, or as needed, unless otherwise provided by statute or otherwise determined by the grantor agency to be necessary for the purposes of the grant.
- 8.2 Quarterly disbursement of 9-1-1 funds to the RPC shall be made on a cost reimbursement basis according to current Commission policy. If the RPC's funding is depleted before the end of a fiscal quarter, a financial emergency funding request may be made by the RPC to the Commission (see Art. 9. RPC Emergency Funding).
- 8.3 The Commission has determined that a proper public purpose is served by providing start-up funding, at the beginning of each fiscal year, to the RPC for payment of operating costs of the region's 9-1-1 system. Start-up funding to the RPC from the Commission may be made at the beginning of each fiscal year. The Commission shall provide start-up funds to the RPC according to Commission policy. Start-up funding is defined as cash from appropriated funds provided by the Commission to the region to pay initial fiscal year 9-1-1 program expenses, prior to the first quarterly reimbursement request being received. Any remaining funds from the prior fiscal year, ending the preceding August 31st, shall be returned to the Commission no later than October 30th each year.

Art. 9. RPC Emergency Funding

- 9.1 The Commission may provide appropriated funds to the RPC upon demonstration and documentation that a financial emergency exists that will compromise the 9-1-1 system or impact public safety.
- 9.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the current and normal operation of

9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in their approved strategic plan; and that, without the assistance of these additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.

- 9.3 Emergency funds may be distributed based upon the documented expenditures creating the need. The provision of emergency funds will be used for specific operational and administrative expenses identified in the supporting documentation.
- 9.4 The request shall include a narrative description of what the funds are to be used for, and how these expenditures relate to their strategic plan.
- 9.5 The Commission will review the request for accuracy and compliance with the current approved strategic plan and Commission policy. Upon review and approval of the request, the Commission will disburse the necessary funding, not to exceed the RPC approved strategic plan and the appropriation of revenues.

Art. 10. Strategic Planning

- 10.1 In accordance with Texas Health & Safety Code, Section 771.055, the RPC shall develop a regional plan for the establishment and operation of 9-1-1 service throughout the respective region. The 9-1-1 service must meet the standards established by the Commission. A regional plan must describe how the 9-1-1 service is to be administered.
- 10.2 The RPC must update its regional plan at least once during each state fiscal biennium, and must include the following:
 - 10.2.1 A description of how money allocated to the region is to be allocated throughout the region served by the RPC;
 - 10.2.2 Projected financial operating information for the two state fiscal years following the submission of the plan;
 - 10.2.3 Strategic planning information for the five state fiscal years following submission of the plan; and
 - 10.2.4 A Historically Underutilized Business (HUB) plan; pursuant to Chapter 2161 of the Government Code.
- 10.3 The RPC shall submit a regional plan, or amendment to the plan, to the Commission for review and approval or disapproval, as required by Texas Health & Safety Code, Section 771.056. In turn, the Commission shall consider the appropriateness of the plan or amendment in satisfying the standards set by the Commission, the cost and effectiveness of the plan or amendment, as well as the appropriateness of the plan or amendment in context with overall statewide 9-1-1 service.

- 10.4 The Commission shall notify the RPC of the approval or disapproval of the regional plan submission, or an amendment to the plan, in accordance with Commission policy.
- 10.5 If the plan or amendment is approved, the Commission shall allocate to the RPC from the money collected under Texas Health & Safety Code, Sections 771.071, 771.0711, and/or 771.072 as appropriated to the Commission, and in accordance with the terms of this Contract.
- 10.6 The Commission may withhold distribution of funds to the RPC until an administratively complete strategic plan is submitted according to Commission policy, procedure and strategic planning guidelines.

Art. 11. Reporting Requirements

- 11.1 The RPC shall submit financial and performance information and reports regarding 9-1-1 service and administration to the Commission in accordance with Texas Health & Safety Code Section 771.078. The RPC shall provide the reporting information in accordance with standards and guidelines established by Commission rules and policies. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year.
 - 11.1.1 Financial information regarding administrative and program expenses shall be reported in accordance with generally accepted accounting principles.
 - 11.1.2 Information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC.
- 11.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the 9-1-1 answering points within its region. The RPC shall submit information to the Commission, at least once per quarter of each fiscal year, according to current Commission policy.

Art. 12. Use of Answering Points

- 12.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of answering points and the creation of new answering points in accordance with Texas Health & Safety Code Section 771.078.

Art. 13. Dispute Resolution

- 13.1 The dispute resolution process provided for in Chapter 2260, Subsection F, Title 10, of the Texas Government Code must be used by the Commission and the RPC to attempt to resolve all disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, the applicable law or policy, or this Contract.
- 13.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 13, until they have exhausted the procedures set out in this Art. 13.
- 13.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. Notwithstanding Section 2230.052(b) of the Texas Government Code, the parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 13.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH), as authorized by Chapter 2009 of the Texas Government Code.
- 13.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties described in Article 13.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 13.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 13.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Section 2260.102 of the Texas Government Code.

Art. 14. Miscellaneous Provisions

- 14.1 The RPC shall work with the Commission, the local governments and PSAPs to develop, maintain and regularly monitor performance of the operation and the

provision of 9-1-1 service and to develop and implement risk assessment processes.

- 14.2 As the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service (including addressing or address maintenance activities), by the RPC, the local governments or PSAPs in their areas, the RPC shall notify the Commission promptly of that need so that all parties may address that need in a timely manner.
- 14.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of the Texas UGMS and the Texas Single Audit Circular, as established by the Governor's Office of Budget, Planning, and Policy, under the authority of Chapter 783 of the Texas Government Code. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment pursuant to funds received under the terms of this Contract.
- 14.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by Texas Government Code, Chapter 321. Such an audit or review is considered separate and apart from audits required by UGMS.
- 14.5 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations shall be made part of this Contract by way of Attachment A, *Recipient 9-1-1 Costs Summary*.
- 14.6 The RPC shall provide, at a minimum, the CSEC with all reports and/or information as required by Commission policy.
- 14.7 To the extent of any conflict between any item in this Contract and an adopted Commission rule, present or future, the Commission rule shall prevail over the item in this Contract.
- 14.8 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the CSEC relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
- 14.9 Any alterations, additions, or deletions to the terms of this Contract shall be made by amendment hereto in writing and executed by both parties to this Contract.
- 14.10 This Contract takes effect on the date it is signed on behalf of the Commission, and shall terminate on August 31 of the second year of the biennium.

AGREED TO:



Paul Mallett
Executive Director
Texas Commission on
State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942

8/2/2007
Date



Mike Eastland
Executive Director
North Central Texas Council of Governments
P. O. Box 5888
Arlington, Texas 76005

8/7/07
Date

Attachment B
NCTCOG GIS Requirements

North Central Texas Council of Governments
Requirements for Database & GIS Maintenance

The County shall coordinate 9-1-1 GIS activities within the County and municipalities in the County to develop and enhance the 9-1-1 GIS coverage required for mapped ALL. The coordinator must develop, compile and maintain current, seamless Countywide coverage for street centerlines, address points, ESNs, 9-1-1 communities and city limits in both the incorporated and unincorporated areas of the County.

The County shall provide to the NCTCOG 9-1-1 GIS analyst data with 100% complete attribution for all map graphics with the following information:

- Street centerlines spatially accurate to within + or – 10 feet verified by GPS and drawn or pointing in the correct direction for the corresponding address range;
 - The following data at a minimum will be incorporated:
 - Pre-directional
 - Street Name
 - Type
 - Post Directional
 - 9-1-1 Community Boundary both left and right
 - Address Ranges (left from, right from, left to, right to)
 - ESN Boundary both left and right
 - County Boundary
- Addressed structure center points spatially accurate to within + or – 25 feet;
 - The following fields at a minimum will be incorporated:
 - Structure Number
 - Structure Street Name
 - Structure 9-1-1 Community Name
 - Latitude Coordinate
 - Longitude Coordinate
- ESN polygons spatially accurate to within + or – 50 feet of their true location
 - The following fields at a minimum will be incorporated:
 - Emergency Service Number (ESN)
 - Law Responders
 - Fire Responders
 - Medical Responders
- 9-1-1 Community polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - 9-1-1 Community Name
- City Limit polygons spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - City Name
- Common place points spatially accurate to within + or – 50 feet of their true location.
 - The following fields at a minimum will be incorporated:
 - Common Place Name
 - Common Place Type

The County shall send GIS data for street centerlines, address points, ESNs, 9-1-1 Communities and city limit boundaries, at least quarterly to the NCTCOG 9-1-1 Program. All files submitted to NCTCOG must be in ESRI shape file or geodatabase format.

The County shall resolve conflicts and problems related to the 9-1-1 GIS data maintained by County. If any issue regarding the GIS data arises which the County cannot resolve on its own, the County must contact NCTCOG within five business days in order to determine the best course of action to resolve the issue.

The County shall comply with NENA Standards on current and all future addressing and map data.

The County shall submit database maintenance plan and budget incorporating all NCTCOG 9-1-1 program requirements, as well as local activities, at the beginning of each fiscal year.

The County shall be responsible for submitting and maintaining quarterly budget reports with required documentation to the NCTCOG 9-1-1 Fiscal Analyst. These reports are due to the NCTCOG 9-1-1 fiscal analysts by the 10th day of each month following the end of the quarter.

The County shall at a minimum; back up weekly on a removable media all critical 9-1-1 GIS mapping files, coverage, and related data (street centerlines, address points, ESNs, and city limits) and store the removable media in a secure place.

The County will attend regularly scheduled meetings at NCTCOG.

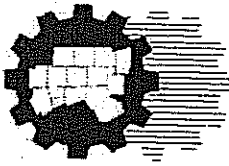
The County shall meet all of the requirements set forth in CSEC Rule 251.9 – Guidelines for Database Maintenance.

The addressing agent shall track County commissioners court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioners court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the County, the County must notify NCTCOG in writing within two business days in order to facilitate the development of an appropriate response.

The County shall resolve any discrepancies between GIS layer databases and the MSAG database, as determined necessary by NCTCOG through its regular validation testing. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

The County shall resolve any discrepancies between GIS layer databases and the information displayed at the PSAP as reported by a call taker. Upon correction of any identified errors, the County will notify NCTCOG 9-1-1 Program, in writing, that the discrepancies have been corrected and will be included on the next update.

Attachment C
Manual ALI Request Form



North Central Texas
Council of Governments
9-1-1 Program

PSAP Name: _____

Date: _____

Telco Provider: (Circle) SBC Verizon Sprint Valor

This letter is to request the above mentioned telco vendor to enable the "Manual ALI Query" feature at above PSAP.

The 9-1-1 premises equipment provided by said telco at this PSAP has been configured to allow manual queries, and is compatible with the manual ALI query protocol of the telco, NCTCOG and database provider. Manual ALI query services will be used in the handling of emergency calls only.

This PSAP and the operators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG database coordinator has access to a statistical report of Manual ALI bids per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail or fax this form back by _____ to:

North Central Texas Council of Governments
9-1-1 Administrative Secretary
P. O. Box 5888
Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

Chief or Sheriff _____ Date _____

Communications Supervisor _____ Date _____

Attachment D


**Addendum Interlocal Agreement with
North Central Texas Council of Governments**

ADDENDUM
INTERLOCAL AGREEMENT
WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND CITY OF FRISCO

This addendum is to extend the termination date of the Interlocal Agreement with the North Central Texas Council of Governments for 9-1-1 Services initiated on September 1, 2006. This addendum will extend the current agreement until the 2008-2010 Interlocal Agreement with the North Central Texas Council of Governments can be signed, processed and returned to the North Central Texas Council of Governments.



County Judge/City/Manager/City Secretary



Mike Eastland, Executive Director
North Central Texas
Council of Governments

09-23-08
Date

Date

Attachment E

EMBARQ - Telephone and Electrical Requirements



NCTCOG
TELEPHONE EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY
(Complete specifications are attached)

Your electrician must work closely with the telephone installers to assure all room requirements are followed and completed by the equipment room ready date.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the P.B.X. room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- You may need to extend and improve existing building security to provide adequate protection for the Meridian 1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the Meridian 1, equipment room personnel and the lighting.
- For estimates on BTU output of the equipment, please consult with on site installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss. (exact number, location and type of receptacles required will be supplied by the telephone installer)
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.